

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN
AND
CHAPTER OF LOCAL 1917.30,
MICHIGAN COUNCIL 25 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

CLINTON TOWNSHIP BUILDING INSPECTORS
AND ORDINANCE ENFORCEMENT OFFICERS

APRIL 1, 2007 THRU MARCH 31, 2011

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PREAMBLE

This Agreement entered into this _____ day of _____, 2008, between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the "Employer", and Chapter of Local 1917.30, Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

W I T N E S S E T H:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the employees covered by this collective bargaining agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining negotiations conducted between their respective representatives which they now mutually desire to incorporate into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I

GENERAL PROVISIONS

Section 1. PURPOSE

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by the laws of the State of Michigan to incorporate in this formal written collective bargaining agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. DEFINITIONS

- A. EMPLOYER shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
- B. UNION shall mean Chapter of Local 1917, Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, and its duly elected or appointed officers or representatives.
- C. EMPLOYEES shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.
- D. SUPERINTENDENT shall mean the head of Clinton Township Building Department and ASSISTANT SUPERINTENDENT shall be the Assistant Head of the Department.
- E. BOARD shall mean the Clinton Township Board.
- F. INSPECTOR shall mean a person designated as working in the capacity in one of the divisions of the Building Department such as electrical division, plumbing division, heating division, refrigeration division, and building division.
- G. The parties recognize the position of Ordinance Enforcement Officer as a member of the bargaining unit.

- H. In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural and whenever the masculine gender is used, it shall include the feminine gender.

Section 3. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of Inspectors, Chief Inspectors, the Ordinance Enforcement Officers, and the Cross Connection Inspectors of the Clinton Township Building Department and Water and Sewerage Department.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with an Employee or with any other collective bargaining organization on behalf of Employees nor will the Employer aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for any purpose whatsoever during the term of this Agreement, which would affect the Employees of Section 3 above.

Section 5. MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

This Agreement shall be construed as requiring the Employer to follow the provisions of this Agreement in the exercise of the authority conferred upon the Employer by law.

It is mutually agreed that there is reserved exclusively to the Employer all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement.

Section 6. SCOPE OF AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiation which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof.

Provided, however, collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiations by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, he/she shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested.

ARTICLE II

Section 1. AGENCY SHOP

As a condition of employment, any present or future employee covered by this Agreement who is not a member of this Union and who does not make application for membership shall pay to

the Union each month, a service fee as a contribution toward the administration of this Agreement.

Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The following terms and conditions shall apply:

- A. Employees, if not already a member of the Union, shall pay an initiation fee and the periodic dues uniformly required.
- B. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.
- C. Employees, not joining the Union, shall not be required to pay an initiation fee.

The Union agrees to indemnify, protect, and save harmless the Employer from any and all claims, demands, suits and other forms of liability, resulting from the action taken by the Employer in conformity with this Article.

Section 2. CHECK OFF OF DUES, INITIATION FEES AND SERVICE FEES

The Employer shall deduct the Union Initiation Fee and Union Dues, and the Service Fee, when applicable, from the second paycheck of each calendar month for each employee from whom it receives written authorization to do so on the "Authorization for Payroll Deduction" form (Exhibit "A") attached hereto and made part of this Agreement.

The following terms and conditions shall apply to all such deductions:

- A. **WHEN DEDUCTIONS BEGIN.** Deductions shall begin with the second pay of the month in which the Employer receives the written authorization form.
- B. **TERMINATION OF CHECK OFF.** Deductions shall terminate with the month immediately following the month in which the Employee terminates his/her services with the Employer.
- C. **REMITTANCE OF DUES BY EMPLOYER.** Deductions for each calendar month shall be remitted to the designated financial officer of the local Union within ten (10) days after such deductions are made.
- D. **DISPUTES CONCERNING CHECK OFF.** Any dispute arising as to an employee's membership in the Union for purposes of check off shall be reviewed by a representative of the Employer and the Union if not resolved, it may be referred to the final step of the grievance procedure for hearing and decision.
- E. **LIMITATION OF EMPLOYER LIABILITY.** The employer shall not be liable to the Union or any employee for the remittance or payment of any sum other than such amount as may constitute actual deductions made from wages earned from employees in accordance with the authorization on file with the Employer.
- F. **P.E.O.P.L.E. CHECK OFF.** The employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction as provided for a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the international Union together with an itemized statement showing the name of each employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III

STEWARDS AND ALTERNATES

Section 1. NUMBER OF STEWARDS

The employees may be represented by one (1) steward on each shift which is hereby defined to be any regularly scheduled work period during which four (4) or more full time members of the bargaining unit are scheduled to work. In the absence of the steward, an alternate steward may be appointed by the Union. Within fifteen (15) days after the effective date of this agreement, the Union will furnish the Employer with a list of stewards and officers of the Union and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer.

Section 2. STEWARD CONDUCTING UNION BUSINESS DURING WORKING HOURS

The steward on each shift may engage in Union business relating to grievances during working hours without loss of time or pay for a period not exceeding two (2) hours in one day or five hours in one week. The Steward shall notify their Department Head in writing, immediately upon commencement of such Union business and when the same has been completed.

ARTICLE IV

SPECIAL CONFERENCES

Section 1. PURPOSE AND INTENT

In mutual recognition that important matters may arise during the term of this Agreement which necessitates conferences between the Union and the Employer, the parties hereby agree to meet for such purposes. There shall be two (2) representatives from the Union and two (2) representatives from Management.

Section 2. TIME, PLACE, GENERAL PROVISIONS CONCERNING SPECIAL CONFERENCES

- A. Special Conferences shall be held during working hours for the day shift except when mutually agreed to the contrary. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference during their regularly scheduled working hours.
- B. The Employer and the Union shall be represented at such conference by at least two (2) representatives each, and the Union may include in its representation a member of the International Union and/or Council.
- C. The Union and the Employer shall present to the other an agenda of any matters which they respectively desire to discuss at the conference at least seven (7) calendar days prior to the scheduled date of conference and the conference shall be confined to those matters included in the said agenda.
- D. The place of conference shall be the premises of the Employer and the Union representatives may meet on such premises for a period not exceeding one-half (1/2) hour immediately preceding the scheduled time of the conference.

Section 3. COLLECTIVE BARGAINING PAID NEGOTIATORS

The parties hereto agree that the number of negotiators from this collective bargaining unit that will receive pay or compensatory time off to negotiate a collective bargaining agreement shall not exceed two (2).

During the term of this agreement, the bargaining committee may use up to forty (40) individual employee hours of work time to research and prepare for negotiations. The steward shall notify his/her department head in writing at least two working days in advance of the day and time negotiation preparation

commences and when the same will be completed. Time used under this provision shall not exceed sixteen (16) hours in one week.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. DEFINITION

Grievance shall mean a complaint by any employee, group of employees or the Union, that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any other matter relating to rates of pay, wages, hours of employment or other conditions of employment.

Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The following matters shall not be the basis of any grievance under the procedure established in this Article:

The termination of services or failure to re-employ any probationary employee for other than Union activity.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

The following provisions shall apply in the mediation of any grievance under the procedure established hereafter in Section 4 of this Article.

- A. Any employee who believes he/she may have a grievance shall first discuss the matter with his her steward.
- B. The Union shall be entitled to have a representative present at each step of the grievance procedure and such representative may mediate the grievance if the employee consents thereto.
- C. After step one, any appeal to a higher step in the grievance procedure shall be in written form setting forth specifically the incident, occurrence or conditions and the grounds upon which the grievance and appeal is based.
- D. Failure to appeal a decision at any step of the grievance procedure within the specified time limit shall be deemed a withdrawal of the grievance. If management fails to answer a grievance within the specified time limit, the Union shall have the option to either grant an extension of time, or have the grievance automatically moved to the next step of the grievance procedure.
- E. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.
- F. After step one of the grievance procedure, any hearings under the succeeding steps shall be conducted before or after working hours except when mutually agreed to the contrary and except for such hearing as may be held by the American Arbitration Association, it being mutually agreed that none of the parties hereto can regulate the time of hearing before that body, provided, however, any other hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses, entitled to be present. When any such hearing is held during working hours, all employees who are required to be present at the hearings shall be excused with pay from their regular duties for that purpose. Provided, however, the Employer shall not be obligated to excuse and/or pay more than two (2) Union representatives for any such hearings.

Section 4. GRIEVANCE PROCEDURE

- A. STEP ONE. Any time within three (3) working days of the date of the occurrence out of which the grievance arises, if the employee feels he/she has a grievance and has reviewed it with his/her steward, it shall then be discussed with the Assistant Superintendent in an attempt to resolve the grievance by informal conference. However, if the Assistant Superintendent is involved in the occurrence, it shall be discussed with the Superintendent. If the matter is not settled to the satisfaction of the employee, it may be appealed in accordance with the following procedure.
- B. STEP TWO. If the grieving party desires to appeal the decision in Step One, within three (3) working days, excluding Saturdays, Sundays, and Holidays, of such decision, he/she shall file a written appeal with the Superintendent who shall arrange and conduct a hearing within five (5) working days, excluding Saturdays, Sundays, and Holidays, of receipt of such appeal and shall give his/her written decision on such hearing within three (3) working days excluding Saturdays, Sundays and Holidays, after such hearing.
- C. STEP THREE. In the event the grievance is not disposed of during the Step Two process, then and in that event, within ten (10) working days after the decision of the Superintendent, the matter shall be referred in writing to the Human Resources Director. By the adoption of this contract, the Township Board agrees that the Human Resources Director has the power and authority on behalf of the Township to resolve all grievances at this Step Three level. The Human Resources Director shall hold a hearing within ten (10) working days of receipt of grievance and shall issue his determination within ten (10) working days of the termination of the grievance hearing. The Human Resources Director's determination shall be supplied to the Union President.
- D. STEP FOUR. If the grieving party is not satisfied with the decision rendered by the Human Resources Director, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director to request a mediator from the Federal Mediation and Conciliation Service. The parties will meet with the mediator in an attempt to resolve the grievance. If the mediator is unable to resolve the grievance to both parties' satisfaction then the grieving party shall have the right to move the grievance to Step Five below. The grieving party may at its choice elect to skip Step Four and proceed directly to Step Five.
- E. STEP FIVE. If the grieving party is not satisfied with the decision rendered by the Human Resources Director or if the mediator is unable to resolve the grievance in accordance with Step Four, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director or the date of the Step Four meeting whichever is later, to appeal the matter to the Civil Service Commission or resort to binding arbitration. Upon the Union electing one of these options, the other option is null and void. Therefore, if the Union opts to go to Civil Service, it forgoes Step Six with references to final and binding arbitration and if it opts to go to Step Six-Final & Binding Arbitration, the Union forfeits its right to have the matter processed through Civil Service. The Civil Service Commission will only be required to hear issues which fall within their legal jurisdiction. If they determine that they do not have the authority to hear a case, then the grievance will automatically be moved to Step Six.
- F. STEP SIX-FINAL & BINDING ARBITRATION. Within thirty (30) calendar days after receipt of the Township's answer as submitted by the Human Resources Director or of a decision by the Civil Service Commission not to hear the grievance, the Union may move the grievance to arbitration by notifying the Township of its intent to arbitrate. The parties shall then attempt to mutually select an arbitrator. If, within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules. The time limit for submission to the American Arbitration Association shall not exceed forty (40) working days from the Union's

notice of intent to arbitrate. The fees and expenses of arbitration shall be shared equally by the Township and the Union. The arbitrator's decision shall be binding on both parties; however, the arbitrator shall have no power to add or subtract from or modify any of the terms of this agreement.

ARTICLE VI

DISCHARGE & DISCIPLINE

Section 1. NOTICE TO UNION

The Employer agrees to furnish the Employee with at least two (2) copies of a written notice of discharge or discipline. The Employer shall furnish the Chapter Chair a copy of all discipline.

Section 2. GENERAL PROVISIONS

- A. The Employer shall not discharge any employee without just cause. If in any case the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days without pay. The employee and his or her steward will be notified in writing that the employee has been suspended and is subject to discharge after the five (5) days suspension period.
- B. The Union shall have the right to take up the suspension and/or discharge grievance at the third step of the grievance procedure within the five (5) days suspension period and the matter shall be handled in accordance with this procedure through the final step of the grievance procedure if deemed necessary by either party.
- C. Any employee found to be unjustly or excessively suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment found to be unjust.
- D. Use of Past Record. In imposing any discipline and/or discharge for a non-criminal act, the Employer will not take into account any prior disciplinary actions which occurred more than two years prior to the incident for which the employee is being disciplined. Upon written request from the employee, the Employer will purge the employee's file of disciplinary actions over two (2) years old.

The above limitation on prior discipline shall not apply when discipline and/or discharge is related to criminal or fraudulent conduct.

Section 3. TYPES OF DISCIPLINE & ACTION

Disciplinary action or measures shall include only the following:

- A. Oral Reprimand
- B. Written Reprimand.
- C. Suspension With or Without Pay (Notice to be given in writing).
- D. Discharge.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand, or address for any purpose, an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

New employees hired in the bargaining unit shall be on probation for the first 120 calendar days of their employment. Such 120 day period shall be lengthened by days not worked on account of illness. After such 120 day period, the employee's name shall be entered on the seniority list and his/her seniority shall be computed from the date of his/her employment. There shall be no seniority among probationary employees. The Union shall be the exclusive collective bargaining representative for probationary employees. The Union shall be the exclusive collective bargaining representative for probationary employees in respect to rates of pay, wages, hours of employment and other conditions of employment, provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary employees and any discharge or discipline of such employees shall not be subject to the grievance procedure.

Section 2. SENIORITY LISTS

The seniority of an employee shall not be affected by his/her race, sex, marital status or number of dependents. The Employer shall maintain an up to date seniority list containing the names and job titles of all employees of the bargaining unit entitled to seniority and a copy of such list shall be furnished to the Union upon execution of this Agreement. The Employer shall furnish a revised list with a reasonable time after any changes occur.

Section 4. LOSS OF SENIORITY

Any employee shall forfeit his/her seniority only for the following reasons:

- A. He/she voluntarily quits.
- B. He/she is discharged and the discharge is not reversed under the grievance procedure.
- C. He/she is absent from his/her work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the employee mailed to his/her last known address that his/her seniority has been forfeited and his/her employment terminated.
- D. He/she fails to return to work when recalled after layoff, as set forth in the recall procedure of this Agreement.
- E. He/she fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph C.

Section 5. LAY-OFF PROCEDURE

- A. LAY OFF shall mean a reduction in the working force due to a decrease in work, the financial ability of the employer to pay for the services of the employees, or any other matter beyond the control of the employer.
- B. If an employee must be laid off for an indefinite period of time, the Employer shall give written notice of such lay off at least seven (7) calendar days prior to the effective day of lay-off, and a list of the names of such employees shall be furnished to the Union's secretary on the same date the notice is given to the employees.

- C. The order of layoff of employees shall be governed by seniority within their occupational trade, provided, however, probationary employees shall be laid off first and seniority employees shall be laid off according to their respective seniority within their occupational trade.
- D. If an employee is laid off for three (3) consecutive years without being recalled for employment, then all rights to employment terminate.

Section 6. RECALL PROCEDURE

After a lay-off, the Employer shall have the right to recall employees according to needs in the various trades or divisions of the Building Department. If two or more employees on lay-off are qualified to perform the same trade, then the employee with the greater seniority shall be recalled first. The Employer shall give the employee written notice of recall by certified mail, telegram or personal delivery to the employee's last known address. If the employee fails to report for work within seven (7) calendar days after mailing, wiring or delivery, as the case may be, of the recall notice, then the employee's right to recall is terminated.

Section 7. ORDINANCE ENFORCEMENT OFFICER POSITION

For the purpose of layoff and recall, the Ordinance Enforcement Officer classification will be treated as part of the same seniority pool as the classification of Building Inspector.

ARTICLE VIII

PROMOTIONS

Promotions within the bargaining unit shall be made on the basis of seniority and qualification required for the position. The Employer shall post any such job vacancies in a conspicuous place in the Building Department for a period of seven (7) calendar days during which time any interested employee shall make application. The Employer shall have the sole discretion in evaluating the qualifications of the applicants, provided the applicant with the greatest seniority shall be given priority by the Employer, if the qualifications are equal. If there are no internal applicants applying for the promotion, the Employer shall be entitled to hire outside personnel by any means it desires.

ARTICLE IX

VETERAN'S PREFERENCE

Any employee who is drafted into the active military services of the Armed Forces of the United States shall be entitled to any re-employment or veteran's preference as mandated and required by any laws of the Federal government or State of Michigan.

ARTICLE X

LEAVES OF ABSENCE

Section 1. PERMISSIVE LEAVES OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding one (1) year for any purpose which the Employer deems to constitute reasonable cause, during which time the employee's seniority shall be frozen.

- A. PROCEDURE. Employees desiring leaves under this section shall notify the Department Head or Township Supervisor or its Representatives at least fifteen (15) days in advance of

the date on which such leave is to become effective, and shall specify the facts giving rise to the request for leave. In emergency cases, exceptions may be made.

- B. RETURN. Upon return of an Employee from leave, he shall be reemployed at the classification and rate of pay held at the time of leave.

Section 2. MANDATORY LEAVE FOR UNION OFFICE

The Employer shall grant a leave of absence for a period not exceeding one (1) year to any member of the Union who is elected or appointed to a full-time Union office, during which time the employee's seniority shall be frozen. He/she shall be re-employed to the position held at the time of leave. A substitute may fill the vacancy while the employee is on leave.

- A. Employees desiring leaves under this Section shall notify his/her Department Head or Township Supervisor or his/her representative at least fifteen (15) days in advance of the date on which such leave is to become effective, and shall specify the facts giving rise to the request of leave. In emergency case, exceptions may be made.
- B. Upon return of an employee from leave, he/she shall be re-employed at the classification rate of pay held at the time of leave.

Section 3. UNION CONVENTIONS

The chapter chairperson or his/her representative elected to attend a function of the International Union such as convention, or educational conferences, upon proper application, shall be allowed a total of five (5) days per year time off without loss of time or pay to attend such conference and/or conventions.

ARTICLE XI

SICK LEAVE, SHORT-TERM DISABILITY/LONG TERM DISABILITY, AND LIGHT DUTY ASSIGNMENTS

Section 1 SICK LEAVE

Commencing April 1, 2003 and each April 1 thereafter, each employee will be given seven (7) sick days. Commencing with the first pay in April 2004, any current sick days in excess of fourteen (14) current sick days shall be paid in the first pay following the end of the contract year in which said days exceed fourteen (14) at the rate of one-half (½) of base pay for such day. The last day of the contract year in which the excess was accumulated will determine the price of the base pay per day.

Bargaining unit members hired after April 1 each year will be credited sick days on prorated basis from date of hire until the 1st of April following his/her commencement of work. The credit will be allocated in a lump sum as of the date of hire.

When an employee is on sick leave, such period shall be considered as continued employment for all matters covered by this Agreement. If an employee is ill or otherwise entitled to use sick leave, they shall give notice within an hour period commencing one-half (1/2) hour prior to starting time. If an employee fails to give such notice, he/she shall have eight (8) hours of pay deducted from their paycheck unless they provide the Employer with a reasonable explanation evidencing their inability to give notice.

When an employee's absence is for more than three (3) continuous work days, the employee may be required to file a physician's certificate to verify the injury or illness which prevented the employee from working. A department head or designee may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who fail to file a physician's certificate upon request under this article will not be paid for the sick leave absences involved.

Sick leave usage will be charged to the nearest one-half (1/2) hour in cases of absence for less than a full day.

It is further understood by both parties to this contract that if an employee is continuously sick and had used all of his sick days and personal days, that if the employee had any vacation time coming, he/she could use vacation time for sick days. However, personal and vacation days can, with Department Head approval, be used for sick days or if the sickness is continuous.

Section 2 SHORT TERM/LONG TERM DISABILITY

If an employee becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using current sick days, then bank sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the employee applies for the disability plan benefits, the employee shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability originated. However, at the conclusion of the short term disability and before the commencement of the long term disability, the employee again shall have the option of using current sick days and/or bank sick days, personal days, and vacation days before applying for long term disability benefits.

Once an employee is receiving disability benefits for a period of twelve (12) months from the time the benefit period commenced, then that employee shall no longer be an employee of Clinton Township, regardless of the fact that there are sick days, personal days and vacation days not used. This provision does not prevent the employee from requesting a leave of absence from the Township. Upon termination, the employee will be reimbursed for each bank sick day at 1/2 day's pay, and the vacation days will be paid at the rate of pay in effect at the time the disability was applied for. The parties agree that once the employee goes on disability and a new employee is hired, the new employee will be notified by the Township that the employment will be subject to the return of the disabled employee.

Once the employee qualifies for disability benefits, the Township shall maintain and provide the employee's hospital, medical, life and dental and optical insurance for the period that they are an employee. However, these benefits shall not extend beyond twelve (12) months from the date which the employee had his/her benefits applied, which constitutes the employment period.

Section 3 LIGHT DUTY ASSIGNMENTS

Any employee incurring a non-work related injury who is deemed by their doctor to be able to work, however, is restricted from performing their normal job may, upon the employee's request, be allowed to perform light duty work. It is the obligation of the employee to secure and deliver to the employer a doctor's statement of the diagnosis its expected duration, restrictions and duties allowed. The Township has the right to have the employee examined by a physician of its choice for concurrence prior to being assigned to light duty. The employee placed in this type of assignment will not be allowed to work overtime. The following stipulations will apply:

- a. To be eligible for light duty an employee must have qualified for short-term disability benefits.
- b. Either the employer or the employee can terminate a light duty assignment.
- c. Non-duty related light duty shall be secondary in priority to work related light duty.
- d. The light duty assignment shall not exceed thirty workdays.
- e. Time spent on the light duty assignment shall extend the maximum period of short-term disability by the amount of time spent on light duty. Return to disability leave from light duty shall not trigger a new short-term disability period.

ARTICLE XII

PAID LEAVES

Section 1. FUNERAL LEAVE

In the event of death in the immediate family of the Employee, he/she shall be entitled when so required to necessary leave time with regular pay not to exceed three (3) days as approved by the Department Head to enable the Employee to arrange for and attend a funeral and burial. If the funeral is held at a location which is more than two hundred and fifty (250) miles from Clinton Township, and the employee attends the funeral, the employee will be entitled to one additional day of leave time with pay.

Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, father-in-law, mother-in-law, stepfather, stepmother and stepchild, brother-in-law, sister-in-law, and grand-child.

The Employee shall be entitled to one (1) day with pay when so required in the event of death of an aunt, uncle, niece, or nephew.

Section 2. PERSONAL DAYS

Each Employee may take off three (3) days with pay per calendar year as defined hereafter, for personal leave days, upon receiving prior approval from his/her immediate supervisor. An employee may call in on the same day that they utilize a personal day, provided that they notify the Department of the use prior to 8:30 AM on the day the personal day is used. Calendar year shall be from January 1 through December 31 of each year. There shall be no accumulation of personal leave days from calendar year to calendar year.

Both parties to this Agreement agree that if the Employee has personal leave days left at the end of the calendar year, then those personal days shall be voided and the Employee shall be paid for seventy-five (75%) percent of the value of those days based upon the Employee's base wage.

In their year of hire and departure, Employees shall receive one (1) personal day for each of the following periods during which they worked more than one-half (1/2) the working days within the period.

January – April
May – August
September – December

Section 3. FAMILY AND MEDICAL LEAVE ACT OF 1993

The Township agrees that its medical leave policy shall be in accordance with the Family and Medical Leave Act of 1993.

Section 4. EMERGENCY ILLNESS IN HOME

Illness within immediate family, or an emergency illness in the home, is covered under the sick leave provision above, but shall not include nursing or baby sitting services.

Section 5. JURY DUTY

An employee who actually serves on jury duty will be paid the difference between his/her regular pay and the amount received for such jury service. Proof of payment for jury service must be submitted to Department Head as documentation for receiving difference between the regular Township pay and payment by the Court. All days served in jury duty are to be considered regular working days and not charged to sick leave, vacation days, or personal days.

An employee who is called for jury duty and is released before 12:30 p.m. shall call their Superintendent or Assistant Superintendent to determine the reasonableness of whether or not he/she should return to the work place for duty assignment.

Section 6. MILITARY RESERVE

Any employee who is required to attend an annual Armed Forces Reserve or National Guard Reserve Training Session will not be compensated by the Township; however, will be allowed a Leave of Absence.

ARTICLE XIII

VACATIONS & HOLIDAYS

Section 1. VACATIONS

Each seniority employee shall accumulate vacation days, after his/her probationary period, from the initial day of employment, with pay in accordance with the following schedule which may be accumulated to a maximum of forty (40) days:

- A. One (1) through five (5) years of service – One (1) day per month for each month worked for and during that calendar year.
- B. Six (6) through twelve (12) years of service – One and one-half (1-1/2) days per month for each month worked for and during that calendar year.
- C. Over twelve (12) years of service – Two (2) days per month for each month worked for and during that calendar year.
- D. Beginning the nineteenth (19) year of service, an employee shall accumulate vacation days at the rate of two and one-third (2-1/3) days per month.
- E. Any employee who enters the bargaining unit after February 26, 1991 will accumulate, at the maximum, two (2) days per month in accord with Paragraph C above. However, members of the bargaining unit employed prior to February 26, 1991 shall still be entitled to earn two and one-third (2-1/3) days per month beginning the nineteenth (19) year of service in accord with Paragraph D above.

Section 2. PROVISIONS APPLYING TO VACATIONS

- A. The time of taking a vacation shall be approved by the Superintendent in his/her discretion and he/she shall be guided in such determination in such cases by the desire of the employee and the interests of the public service in his/her department.
- B. Vacations shall normally be scheduled and taken in a period of consecutive days, provided that the Superintendent may approve the taking of vacation in separate days in his discretion.
- C. When a legal holiday as provided in this contract is observed by the Employer while the employee is on vacation, his/her vacation shall be extended one (1) additional day to follow the regularly scheduled vacation.
- D. If an employee does not use his/her vacation days during the calendar year, he/she shall not receive extra pay for such unused days and all vacation days in excess of the limit of forty (40) days in any calendar year set forth above which are not used shall be lost.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, at his/her option, the vacation will be rescheduled and the period of illness shall be charged to his/her sick leave days to the extent of such sick days accumulated. Provided, that his/her incapacity

to work results in an accumulation of vacation days in excess of the maximum provided in this Agreement, he/she shall be paid for such excess vacation days.

F. Upon separation from employment, the employee shall be paid for accrued vacation days at the compensation rate at the time of termination. In the event of death of the employee, the representative of the employee's estate shall be paid the vacation pay accrued under this contract.

Section 3. PAY ADVANCE AND RATE OF PAY

The following provisions shall apply to each employee:

A. Employees will be paid their current rate based on their regularly scheduled work days while on vacation and will continue to receive credit for any benefits provided in this Agreement.

B. If an employee is laid off or retires, he/she will be paid for any unused vacation credit including that accrued in the current calendar year. An employee who is recalled after layoff who received such credit at the time of layoff for the current calendar year, will have such credit deducted from his/her vacation for the following year.

Section 4. HOLIDAYS

The following shall be paid holidays:

New Year's Day	Veteran's Day	Columbus Day
Memorial Day	Thanksgiving Day	Christmas Eve Day
4 th of July	Christmas Day	New Year's Eve Day
Labor Day	President's Birthday	Good Friday
Day after Thanksgiving		

The following additional provisions shall apply to all holidays:

A. If any of the foregoing holidays fall upon a Saturday, the preceding Friday shall be observed as the holiday.

B. If any of the foregoing holidays fall upon a Sunday, the following Monday shall be observed as the holiday.

C. If the named holidays fall on a Saturday or Sunday and the preceding or following day is also a holiday, then the Township can designate the overlapping holiday as a Thursday if Saturday overlaps or as a Tuesday if Sunday overlaps, provided the Township gives the Employees thirty (30) calendar days notice.

RATE OF PAY FOR HOLIDAYS

1. Holiday pay shall be made at the rate in effect at the time for an eight (8) hour work day.
2. If an Employee is required to work on a holiday, pay shall be made at double the rate in effect at the time for an eight (8) hour work day plus the regular holiday pay, except as herein otherwise provided.
3. The above shall be paid holidays in the year in which they occur, provided the Employee works his/her scheduled work day before and after said holiday unless excused or pre-approved by the Department Head. It is understood by the parties that vacation days, sick days, and personal days shall be excused days and referred to as "pay status days".

ARTICLE XIV

WORKING HOURS & OVERTIME PROVISIONS

Section 1. REGULAR WORKING HOURS

- A. The regular full work day for the Employee shall consist of eight (8) hours per day including sixty (60) minutes lunch period.
- B. The regular work day shall commence at 8:30 a.m. and end at 4:30 p.m.
- C. Employees shall have two (2) fifteen minute (15) breaks each day, one in the first half of their regular shifts, and the other in the second half of their regular shift.

Section 2. OVERTIME PREMIUM

- A. Time and one-half shall be paid as follows:
 - 1. For all working hours over normal working day.
 - 2. For all work on Saturday when Saturday is not part of the regular shift of the employee.
- B. Double time shall be paid as follows:
 - 1. For all hours worked on Sunday.
 - 2. For all hours actually worked on holidays as defined in this Agreement in addition to holiday pay.
- C. Employees may elect to receive compensatory time off at the overtime rate set forth in subsections A and B above. An employee must notify the Department head of his/her desire to receive compensatory time. Such election may be made each payroll period. Compensatory time may be banked up to a maximum of eighty hours.

Section 3. OVERTIME & CALL HOURS

- A. Overtime shall be granted to all regular employees before temporary employees are used except in case of emergency.
- B. Overtime shall be distributed as equally as possible among all regular employees on a rotation basis within each job classification or trade. An overtime list will be maintained for each classification or trade.
- C. Any employee in his/her trade who refuses or is otherwise unavailable to take call for overtime will be rotated and moved down the list the same as though he/she had taken such overtime.
- D. When an employee is called to working during an emergency or otherwise, on Saturday, Sunday or a legal holiday, he/she shall be paid a minimum of two (2) hours at the established rate.
- E. The Township will pay overtime in accord with the Fair Labor Standards Act.

ARTICLE XV

SALARY SCHEDULE

Employees shall be paid in accordance with the salary schedule attached hereto as Appendix A to this Agreement.

ARTICLE XVI

LONGEVITY PAY

Effective with the April 12, 2008 contract year, all 1917.30 members will no longer receive longevity benefits. These benefits are to be applied to the cost of the retirement improvements.

ARTICLE XVIII

BENEFITS

Section 1. HOSPITALIZATION INSURANCE

The Employer shall provide and pay for hospital, medical, and surgical insurance for each employee and his/her legal dependents upon receipt of written election from the employee to accept such benefits provided by the terms of the policies during open enrollment periods.

Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:

- A) Blue Cross/Blue Shield PPO, \$5/\$10 RX (Appendix F)
- B) Health Alliance Plan HMO, \$2 RX (Appendix G)
- C) Blue Care Network, \$2 RX (Appendix H)
- D) Blue Cross/Blue Shield Community Blue Option 10, \$10/\$20 RX (Appendix I)
- E) Blue Cross/Blue Shield Community Blue Option 1, \$10/\$20/\$40 RX (Appendix J)

The hospitalization insurance program set forth in Option E above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options A through D above shall pay the difference between the premium rate of Option E and the premium rate of the their selected Option, if any.

For those employees hired by the Township on or after January 1, 2008, the hospitalization insurance program set forth in Option D above shall be the base plan. The employee shall pay six percent (6%) of the premium. An employee who elects Options A through C or E above shall pay the difference between the premium rate of Option D and the premium rate of the their selected Option, if any.

The members agree to participate in the Preferred Pharmacy Plan offered by Blue Cross-Blue Shield.

Employees who are covered by another hospital/medical insurance plan may elect to receive one hundred dollars (\$100) per pay period in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix E attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix F. Payment in lieu of participation in the health insurance plan will not be available to employees hired after January 1, 2008.

In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent on the health insurance policy and the other person shall elect the cash payment. It shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

Section 2. DENTAL INSURANCE

The Township shall provide and pay for a dental plan in the nature of "Delta" or equivalent for the Employee and his/her dependents. Coverage is as follows: Class I Preventative benefits = 100% coverage; other Class I benefits = 60% coverage; Class II benefits = 60% coverage. Maximum contract benefits for Class I and Class II benefits shall have an \$1,500.00 limit per person per year. There shall not be a deductible provision for dental insurance.

The parties agree that the Township may offer one or more Dental Preferred Provider plans as alternatives to the traditional plan described above. Employees may choose the traditional coverage or one of the alternative provider plans.

Employees who retire on or after April 1, 2002, their spouses, and dependent minor children will be covered by the Delta Dental Plan for Class I benefits.

Section 3. FLEXIBLE SPENDING ACCOUNTS

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from April 1st through March 31st. Maximum contributions per employee are \$2,000 for medical accounts and \$5,000 for dependent care accounts. Qualified expenses shall include over the counter medication as defined by IRS regulations. Upon completion of the program year, all funds remaining in either the medical or dependent care accounts shall revert to the Township to cover program costs as specified under IRS regulations.

Section 4. HEALTH CARE FOR RETIREES

4.1 The Employer agrees to provide Health Care Coverage as provided for bargaining unit members, excluding maternity coverage, to all retirees who retire after the execution of this Agreement, which benefits shall be conditioned as follows:

- A. The retiree must meet the minimum age and service requirements for "regular" retirement. For example, a minimum of age sixty (60) with ten (10) years of service or age fifty-five (55) with twenty-five (25) years of service.
- B. An employee who retires, meeting the above requirements but having service time of less than twenty-five (25) years, may elect to receive this coverage with the premium to be funded as follows:

Percentage of Monthly Premium

<u>Years of Service</u>	<u>Paid by Employer</u>	<u>Paid by Retiree</u>
10-14 years	25%	75%
15-19 years	50%	50%
20-24 years	75%	25%
25-more years	100%	0%

Payments must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #6 below. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

- C. Years of Service shall be the number of years of service that are used in calculating a retiree's pension. This shall include military service time purchased by the retiree.

D. Employees who retire under a disability retirement, for other than a work related injury recognized Worker's Compensation case), will not be eligible for this benefit. Employees who are approved and remain on a job related disability by MERS will receive all benefits of this Agreement but do not need to meet the age requirement for regular retirement as outlined in A above.

E. This coverage will provide for the retiree and his/her spouse, if the spouse does not have hospital and medical coverage provided elsewhere. If the spouse is covered elsewhere, but such other coverage terminates, without option to the spouse, the Township will add the spouse to the retiree's policy, attempting to provide continuous coverage. Retiree health insurance benefits will be provided to a retiree's spouse after the retiree's death. To be eligible for this benefit, the surviving spouse must have been the spouse of record at the time that the employee retired on a regular retirement and began receiving retirement benefits.

F. Retirees and spouses participating in this program must enroll in Medicare Parts A and B when they are eligible and this program will supplement their Medicare. Upon reaching Medicare eligibility, retirees must enroll in the Blue Cross/Blue Shield traditional plan, or for employees retiring after January 1, 2008, a Medicare Advantage plan with equivalent or better benefits.

G. In the case where both a husband and wife work for the Township and they both qualify for a percentage of post health care benefits, their percentages may be combined for up to a one hundred percent premium paid benefit. This provision shall be available only to active employees at the time this agreement is signed.

4.2 Employees hired after January 1, 2008 shall be required to pay 3% of wages into the Township Retiree Health Care Fund.

Section 5. TERM LIFE INSURANCE

The Employer will provide each employee with a term group life insurance policy through such insurance company as the Employer may designate in the amount of not less than \$50,000.00 with double indemnity. The double indemnity will only be applicable in the case of accidental death.

The Employer shall pay the cost of such insurance premium up to a maximum of \$50,000.

The employee understands that the life insurance presently provided by the Township provides a disability option, and the parties acknowledge that if that option is exercised, the life insurance guarantee of \$50,000.00 will be reduced by the same amount as the amount of disability benefits received by the employee. Any employee requesting disability benefits shall assume the obligation of determining how such option affects his or her life insurance benefits. The parties understand the Employer's obligation to provide life insurance is modified by the act of the employee accepting the disability option. The parties further understand that the Employer does not guarantee the disability benefit recited above.

Section 6. OPTICAL SERVICE

The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children. Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may purchase such benefits up to a total maximum value of \$450 once every twenty-four consecutive months. Benefits for minor dependent children are eye examinations, glasses, and contact lenses. However, minor dependent children may avail themselves of such benefits once every twelve consecutive months up to a maximum value of \$300.

Employees who retire on or after April 1, 2002, their spouses, and dependent minor children will be covered by the Optical plan with the same benefits as the active employees.

The Township will provide, to those employees in the bargaining unit who require them, prescription lens safety glasses. A new pair of such glasses will be provided once every two years. They will be made available as part of the Township's eye care program. There will be no charge to the employee and this benefit is provided in addition to the Township's optometric program described above. Employees will be required to

wear the prescription safety glasses, when appropriate, at work. If an employee breaks his/her safety glasses in the course of performing his/her duties, the Township will pay for the repair or replacement of the glasses. However, if the employee loses his/her prescription safety glasses, the Township will not replace them until the two year period has expired. Furthermore, an employee who damages or loses a pair of non-safety glasses at work will not be reimbursed for the damage and/or loss.

Section 7. WORKERS' COMPENSATION

Provisions of the Workers' Compensation Laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of his/her regular rate of pay and the amount received from workers compensation for the duration of the recovery not to exceed six (6) months from the date of the injury, accident or illness.

For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he/she were working. At the termination of the said initial six (6) month period, if the employee cannot return to work, then he/she shall be granted a second six (6) month period shall not include salary, pay supplements, or benefits unless approved by the Township Board, except the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

At the end of the second six (6) month period, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants a further extension.

During the second six (6) month period, and no later than ten (10) months from the injury, the employee shall notify the Township of his/her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers compensation checks which they have received to the Accounting Department.

Section 8. USE OF TOWNSHIP VEHICLE

Building Inspectors and Ordinance Enforcement Officers shall be furnished an air conditioned vehicle for use in their duties. Exterior washing will be done as required and interior cleaning minimum of once per month. Smoking is not permitted in Township vehicles. Once the vehicle reaches 50,000 miles, its condition will be inspected by the Department Head who shall make appropriate recommendation to the Township Board, including replacement if necessary.

Section 9. EMPLOYEE INOCULATIONS

All employees may be given chest x-rays, T.B. tests, flu shots, and any and all other inoculations which may be determined to be necessary by such doctor as the Employer may designate at the expense of the Employer.

Section 10. RETIREMENT

The parties mutually recognize that all employees covered by this Agreement are entitled to and shall receive retirement benefits in accord with Employees Municipal Retirement Act, Act 427 of the Public Acts of the State of Michigan of 1984, as amended, under a B-3 Plan.

The Township hereby adopts benefit program F55 of Act No. 427, the Public Acts of the State of Michigan of 1984, as amended, commonly known as the "Municipal Employees Retirement Act of 1984". The Township hereby establishes the requirements under F55 shall be 55 years of age, with a required period of credited service of Twenty-five (25) years. The Final Average Compensation plan shall be FAC-3.

Effective April 1, 2001, the employee contribution to the MERS retirement plan will be increased by one percent of the employee's salary.

Effective April 1, 2004, the vesting provision shall be changed from the V-10 to the V-8 plan which provides for vesting after eight years of service.

Effective as soon as possible following the ratification of this agreement, all members of the bargaining unit will be covered by the B-4, V-8, F55-25, FAC-3 MERS pension plan. The employee contribution rate will increase to 6.85% of their compensation.

Section 11. TERM LIFE INSURANCE FOR CERTAIN RETIREES

An employee who is at least fifty-five (55) years of age with at least twenty-five (25) years of service with the Township or at least sixty (60) years of age with at least eight (8) years of service with the Township shall, upon retirement, be provided with a \$10,000.00 term life insurance policy, without double indemnity, which shall be maintained by the Employer.

Section 12. RETIREE, WIDOWS, AND DEPENDENTS BENEFITS

The Building Department Inspectors, Ordinance Enforcement Officers, and Cross Connection Inspector will accept benefits for retirees, widows, widowers, and dependents as prescribed by the Township Policy. A copy of the policy is attached to this agreement as Appendix B.

Section 13. TUITION REIMBURSEMENT

An Employee who on their days off attends an accredited college, university, or trade school in a course related to the services rendered by the Building Department Inspectors/Ordinance Enforcement Officers, with the approval of the Superintendent, shall be reimbursed by the Township for tuition and necessary books and materials up to an amount equal to the cost of twenty (20) credit hours per year based upon the per credit hour cost at Macomb Community College. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation. Any employee who withdraws from or fails to complete a course or program after receiving reimbursement from the Township or who fails to obtain a passing grade equal to "C" or better, or notification of satisfactory completion when grade points are not used, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade or notification of unsatisfactory completion to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to Employee, such amount shall be withheld from his/her pay. Advance notice shall not be necessary if the employee is terminating employment. Reimbursement shall be paid only in cases where the employee's tuition and books are not being compensated by someone else of a different agency. All books paid for by the Township will be returned to the Township upon completion of the course. Said books are to be made available to all employees through the use of a Department library.

If the Employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event the Employee shall refund or have deleted from his/her separation pay the pro rata amount for that portion of a year, as measured by months, that remains after terminating employment. The proration of months shall be determined by counting any months where the Employee has the employment status for at least sixteen (16) days during the calendar month and disregarding any months where the Employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time. "Normal age and service time" shall be that retirement now recognized by MERS as an eligible retirement without penalties or loss of benefits – it does not include early or disability retirement. Also, if the Employee's employment is terminated for any reason other than "just cause" by the Employer, then they will not be obligated to pay any refund.

Any classes/programs that are required by the Employer, State, or Federal body, as well as any other agency recognized to have the authority to require this education, shall be excluded from the requirements of this paragraph.

Section 14. INSPECTION EQUIPMENT

The Township will provide the following equipment to inspection employees in the Building Department:

Hard hats
Tape measures
Knee high boots
Gas Sniffer (Mechanical Inspector)
Electrical testers (as needed)
Flash lights
Rain Jackets

The following conditions shall apply:

Batteries for all pager, flash lights, testers, etc. shall be provided for and recycled by all inspectors. Lost or damaged items due to mistreatment or neglect shall be the responsibility of the inspector. Worn items will be replaced as required by the Township. Employees will be required to wear hard hats on all job sites which are posted as "hard hat areas" or otherwise required by the Occupational Health and Safety Act. Boots shall be removed prior to entering a structure. Boots shall be stored in a manner to protect the interior of the vehicle. The Township shall provide suitable containers.

ARTICLE XIX

SEMINARS AND CONFERENCES

Conference expenses can be authorized by the Department Head with the approval of the Budget Committee. If the conference request is denied, the reasons will be given to the Employee by the Department Head within five (5) days of denial.

ARTICLE XX

UNION BULLETIN BOARDS AND SAFETY COMMITTEE

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in the Building Department, which shall not include any written material of a political nature, and any and all matters posted shall be signed by the Chapter Chairman of the Local Union or his designated representative.

Section 2. SAFETY COMMITTEE

The Employer shall establish a safety committee and the Superintendent will be the Chairman of such committee. The membership of committee shall be selected by the Chairman and shall include at least one Chief Inspector from the Building Department and one (1) Ordinance Enforcement Officer in addition to at least one (1) Officer of the Union; to be appointed by Union membership. This Committee shall meet upon call but not more than once in any one month during normal working hours for a period not to exceed one and one half hours (1.5 hours). It shall be the function of this committee to review all matters pertaining to safety of the employees covered hereby and make recommendations to the Employer concerning such matters.

ARTICLE XXI

LICENSES

Section 1. DRIVER'S LICENSE

It is recognized that it is necessary for employees to drive in the normal course of their employment. It is therefore stipulated that each employee maintain a valid driver's license as a condition of employment.

Section 2. INSPECTORS

The Township shall pay the annual fee for the State required license Inspectors.

ARTICLE XXII

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan in all respects and in the event that any provisions hereof is at any time held to be invalid by a Court competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

ARTICLE XXIII

RATIFICATION

The Union agrees that the collective bargaining group has ratified the tentative agreement changes, and if further ratification is needed, the Union will ratify the same before the Township executes this Agreement.

ARTICLE XXIV

EFFECTIVE DATE, DURATION AND MODIFICATION OF CONTRACT

This Agreement shall be effective as of 12:01 a.m. on April 1, 2007 and shall extend for a term of four (4) years and expire at 11:59 p.m. on March 31, 2011.

Any request for modification of this contract shall be given ninety (90) days prior to the termination date. This Agreement shall not be extended beyond the termination date except by written consent of both parties.

ARTICLE XXV

ADDRESSES FOR NOTICES

Any notices required under this Agreement between the parties hereto shall be sufficient if sent by certified mail, addressed as follows:

EMPLOYER

Charter Township of Clinton
Human Resources Department
40700 Romeo Plank Road
Clinton Twp., MI 48038

UNION

Michigan Council #25,
AFSCME, AFL-CIO
28000 Van Dyke Ste. 102
Warren, MI 48093

CHARTER TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN

BY: _____
ROBERT J. CANNON
Its: Township Supervisor

BY: _____
DENNIS C. TOMLINSON
Its: Township Clerk

BY: _____
WILLIAM S. SMITH
Its: Human Resources Director

CHAPTER OF LOCAL 1917.30
MICHIGAN COUNCIL #25

BY: _____
NORA GRAMBAU,
AFSCME Council 25

BY: _____
ROBERT CLEVIO,
Association Representative

BY: _____
HENRY C. ANDERSON,
Association Representative

BY: _____
BARRY MILLER,
Association Representative

APPENDIX “A”

Clinton Township AFSCME Building Department Employees Contract Salary Schedule: 4/1/2007 to 3/31/2011

	<u>4/1/2007</u> <u>2.25% Increase</u>	<u>4/1/2008</u> <u>2.25% Increase</u>	<u>4/1/2009</u> <u>2.00% Increase</u>	<u>4/1/2010</u> <u>.75% Increase</u>
<u>Inspector</u>				
Start	\$59,985	\$61,335	\$62,561	\$63,030
1 Year	\$63,176	\$64,598	\$65,890	\$66,384
2 Years	\$66,295	\$67,786	\$69,142	\$69,661
<u>Ordinance</u>				
<u>Enforcement Officer</u>				
Start	\$55,042	\$56,280	\$57,406	\$57,836
1 Year	\$59,068	\$60,397	\$61,605	\$62,067
2 Years	\$60,969	\$62,341	\$63,588	\$64,065
3 Years	\$66,295	\$67,787	\$69,142	\$69,661
<u>Cross Connection</u>				
<u>Inspector</u>				
Start	\$59,985	\$61,335	\$62,561	\$63,030
1 Year	\$63,176	\$64,598	\$65,890	\$66,384
2 Years	\$66,295	\$67,786	\$69,142	\$69,661

All members of the bargaining unit shall participate in Direct Deposit for all Township pays.

APPENDIX "B"

TOWNSHIP POLICY ON MEDICAL AND HOSPITALIZATION INSURANCE FOR WIDOWS, WIDOWERS, AND RETIREES

PREAMBLE

The Township Board having recognized that the availability of adequate medical and/or hospital insurance to widows, widowers, and retirees is limited and being informed that such coverage may be made available from time to time through the group plans for such coverage in existence in the Township, has further determined that such benefits be made available to widows, widowers, and retirees under the circumstances outlined hereinafter.

POLICY

It shall be the policy of the Township of Clinton hereafter to make available to widows, widowers, and retirees a policy of hospital and/or medical insurance as near as possible to that type of insurance provided for the employee prior to his death or retirement, subject to the following terms and conditions.

1. The full cost of any such insurance coverage shall be paid to the widow, widower or retiree during the month prior to the date upon which the premium is due, and no portion shall be contributed by the Township. Provided, however, if the employee qualifies for Medicare at the time of his retirement, then the Township shall pay the insurance coverage premium for such hospitalization and medical insurance as may be available to supplement the Medicare program. Employees retiring on a disability after having reached the age of 62 and after having 15 years of continuous service as a permanent employee, will have the supplement to Medicare paid for them by the Township once they qualify for Medicare.
2. The Township does not hereby guarantee to provide such insurance unless and only to the extent that it can be made available through whatever group insurance arrangement the Township may have at the time.
3. The insurance contemplated under this policy shall be available to the widow, widower or retiree, their spouse at the time of their retirement or death and/or their children under the age of nineteen (19) years. Provided, however, in the event the widow or widower shall remarry he or she shall thereafter be ineligible for any benefit under this policy, but any dependent children under the age of nineteen (19) years shall continue to be eligible.
4. No widow, widower or retiree or dependent child otherwise eligible under this policy shall be obligated hereunder as this policy shall be entirely voluntary and shall be effective only so long as the persons entitled to benefits hereunder desire to have such coverage as the Township may be able to make available from time to time as provided above.
5. Any person who fails to make payments of the premium in accordance with the terms of this policy shall immediately be terminated and disqualified from any further coverage hereunder.
6. The term "Retiree" as used in this policy is intended to include any employee who retires by virtue of achieving the age of retirement and any employee who retires as a result of disablement for further employment, if such disabled employee has attained the age of 62 and has 15 years of continuous service as a permanent employee, whether such disablement is connected with that employee's employment or otherwise.
7. This policy shall be implemented through the office of the Clerk of the Township and any widow, widower or retiree who desires to acquire the benefits provided hereunder shall make all arrangement through that office.
8. This policy replaces similar policies adopted by the Board on March 13, 1974 and July 8, 1975 and shall be effective upon the adoption hereof and continue until further action of the board if any.

APPENDIX "C"

PAY IN LIEU OF HEALTH INSURANCE COVERAGE

The UNION and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program, which allow employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

A. ELIGIBILITY

All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

- 1.) Providing written proof that they have current coverage under another health insurance plan and;
- 2.) Submitting the "Waiver of Medical Insurance" form which appears as Appendix D to this agreement.

B. AMOUNT OF BENEFIT

The Employer will compensate the employee in the amount of \$100 per pay period in addition to his/her normal pay.

C. STIPULATIONS

The parties agree to the following stipulations:

1. Employees may elect this option at any time.
2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.
4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.
5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).
7. The Provisions of this plan which pertain to adding or dropping insurance coverage are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX "D"

WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

_____*
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or lost of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any of Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

Name (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

*If covered elsewhere, you must provide written proof of other coverage.

APPENDIX "E"

COLLECTIVE BARGAINING AGREEMENT BETWEEN CHARTER
TOWNSHIP OF CLINTON AND CHAPTER OF LOCAL 1917.30,
MICHIGAN COUNCIL 25 OF THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY: _____
 LAST NAME FIRST NAME MIDDLE NAME

Classification: _____

TO: _____
 (Employer)

UNION DUES AND INITIATION FEES

Effective _____, I hereby request and authorize you to deduct from my earning the current initiation fee being charged by the AFSCME, Local Union No. _____ and effective the same date to deduct from my earnings each _____ (payroll period) a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid the Treasurer of _____ (Union, Name, & Number) of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me, by written notice, to the Union and the Employer within thirty (30) days immediately preceding the termination date of the existing Union-Management Agreement or termination of my employment.

This space reserved for additional information when needed.

Employee's Signature

Employee's Address